

Property History

In 1945 approximately 70 acres of land and 6 acres of water located at De Anza Point in Mission Bay Park were conveyed to the City of San Diego by the State of California for the primary purpose of park and recreational uses. In 1953, the City entered into a 50-year lease with De Anza Harbor Resort and Golf's predecessor for the purpose of operating a transient tourist and recreational vehicle park area which was consistent with the use restrictions under the tidelands grant. In 1962 the property was included in the dedication of Mission Bay Park to park and recreational use pursuant to Section 55 of the City Charter.

Kapiloff Legislation

In the late 1970's the issue of legality was raised, and in 1978 the City Attorney opined that use of State tidelands and dedicated park for permanent private residences was not a legal use. The legality of the mobile home park use was addressed by state legislation sponsored by then Assembly member Larry Kapiloff and adopted in 1981 (AB 447, the Kapiloff Bill). The Kapiloff Bill acknowledged the hardships that would have resulted to the residents and authorized continued residential use until the end of the lease on November 23, 2003. The Kapiloff Bill stated that "private residential use of these lands is in conflict with the Legislature's intent as declared in the legislative grants" and that the property be used for park and recreation purposes at the end of the current lease. The Kapiloff Bill also required that all occupants and subsequent buyers acknowledge that no mobile home park use can continue after 2003 and that all current and future residents be given a copy of the legislation.

On January 29, 1982, pursuant to the Kapiloff Bill notice was given to all residents stating that:

"such occupants shall not be entitled to and may not claim: a) Any relocation allowances, benefits, monetary payments or any other rights of any kind or amount whatsoever at any time whatsoever by reason of, or arising out of the said Assembly Bill 447 or by virtue of any action or inaction of the Lessee or Lessor pursuant to said Bill; or b) Any extension by Lessor or Lessee of the term of their individual subleases pursuant to any provision of the basic lease or by reason of, arising out of the provision of Assembly Bill 447."

Below is a listing of dates in which the residents where notified of the lease expiration.

Long Term Rental Agreements

To be consistent with this legislation, the City and De Anza entered into a lease amendment in 1982, which provided that the residential mobile home park use would cease upon lease expiration. The lease amendment also provided De Anza the right to submit a plan for redevelopment of the property that the City could accept, reject or modify. De Anza entered into Long Term Rental Agreements with approximately 98% of the mobile home owners at the Harbor Resort. The Long Term Rental Agreements provided the original residents the

opportunity to either sell their units or continue occupying them knowing approximately twenty-two years in advance that the mobile home park would not continue after 2003. The Long Term Rental Agreements also provide fixed rental rates and the certainty of a long term lease and did not provide for any relocation benefits at the end of the lease term.

City Attorney Opinion on Dedicated Park Land Issue

On June 10, 1993 the City Attorney responded to the question: "What changes in the State law and City Charter would be necessary to allow the continued use of De Anza Harbor as a mobile home park?" The City Attorney responded that with regard to State law, the State legislature would have to adopt legislation determining that De Anza is not presently needed for public tidelands purposes and authorizing continued private residential use.

As to the City Charter, either a two-thirds vote of the electorate would be required to authorize private residential use of the dedicated park land, or the Charter itself could be changed by a majority vote of the electorate to authorize private residential use of the De Anza property.

City Attorney Opinion on Relocation

On July 11, 1994, the City Attorney opined that the De Anza residents are not entitled to any relocation payment from the City. The opinion was based in part on a specific case on this issue in California, *Stevens vs. Perry*, 134 Cal. App. 3d 748, 184 Cal. Rptr. 701 (2nd District 1982). In that case, the Court held that residents of a mobile home park located on land leased from a municipal district were not entitled to relocation benefits upon the expiration of the lease pursuant to the provisions of Government Code section 7260 et seq. (which constitute the California relocation assistance law). Additionally, the City's Mobilehome Park Discontinuance and Tenant Relocation Regulations (San Diego Municipal Code Section 143.0610 to 143.0640) specifically excludes the property from the provisions and affirms the City's intention to deal with any discontinuance and relocation issues involved with the property by separate ordinance or resolution because of the unique conditions imposed by the Kapiloff Legislation.

Since 1982 mobile home owners on the property have received benefits under the Long Term Rental Agreements including the opportunity to sell their mobile home, assign their Long Term Rental Agreements and move from the Park, or, alternatively, continue to reside on the property while enjoying reduced and controlled rents from 1982 through to the present time.

Notices to Residents

January 29, 1982: Notice to all current and future residents regarding Kapiloff Legislation and the discontinuance of the mobile home park on November 23, 2003.

1989 and forward: Notice to all current and future residents via Long Term Rental Agreements (LTRAs) that De Anza intends to close the park on November 23, 2003.

- November 15, 2002: DHRG provided notice to all residents that the lease and LTRAs expire on November 23, 2003 and that residential use cannot continue.
- May 6, 2003: DHRG provided notice to all residents that the lease and LTRAs expire on November 23, 2003 and that residential use cannot continue and that De Anza had abandoned its efforts to develop a hotel.
- September 15, 2003: DHRG caused a “Notice of Termination of Tenancy” to be personally served on all residents stating that tenancy on the property terminates effective November 23, 2003.
- September 22, 2003: The City notified all residents that the Lease and Kapiloff Legislation expires on November 23, 2003.
- October 17, 2003: DHRG again notified the residents that the Lease and LTRAs terminate on November 23, 2003 and requested payment of rent and utilities through November 23, 2003.
- October 22, 2003: City staff appeared at a resident meeting and conveyed the Council-approved settlement offer to the residents.
- November 18, 2003: The City Council held a public hearing and adopted a Council Resolution making finding related to the discontinuance of residential use at De Anza